

ENTERED

March 01, 2016

David J. Bradley, Clerk

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION****EDY ESTRADA, Individually and On Behalf of §
All Others Similarly Situated, §****Plaintiff, §****v. §****FOUR SEASONS DEVELOPMENT CO., §
INC., and JULIAN KUBECZKA, §****Defendants. §****CIVIL ACTION NO. 4:15-cv-2864****ORDER OF DISMISSAL WITH PREJUDICE**

On February 16, 2016, the parties informed the Court that the case has settled pursuant to a Confidential Settlement and Mutual Release Agreement (the "Agreement"). In settling the case, Defendants expressly disclaimed any liability, wrongdoing, fault, or responsibility. The parties expressly acknowledged that the settlement should never be construed as, or said by any of the parties to be, an admission by of the parties of any liability, wrongdoing, fault, or responsibility.

The parties further acknowledged that they have a bona fide dispute based on the facts at issue in this case, documents exchanged between the parties, and the arguments of counsel, and agreed to resolve it to avoid additional expenses, inconveniences, and potential uncertainty in the future. The settlement was agreed to based on circumstances particular to the Plaintiff in this case.

Although the Agreement is Confidential, these key terms are being provided to the Court to allow for the settlement to be approved:

- Four Seasons Development Co, Inc. ("FSDC") will pay Estrada \$3,723.20 and will pay his attorney's law firm \$3,776.80 if the settlement is approved and the case is dismissed.
- Estrada unconditionally, voluntarily, fully and forever waived, released, discharged, agreed to hold harmless, and promised not to sue FSDC (and/or its present or former officers, directors, owners, employees, agents, representatives, or attorneys, whether in their individual or official capacities) and/or Kubeczka, from and for any claim, action or right of any sort, known or unknown, arising on or before the Effective Date of the Agreement.
- FSDC and Kubeczka irrevocably, unconditionally, fully and forever waived, released, discharged, and agreed to hold Estrada harmless from any claim, action or right of any sort, known or unknown, arising on or before the Effective Date of the Agreement.
- The parties agreed that the existence and terms of the Agreement are confidential, and are disclosing only these terms that it believes the Court needs to approve of the settlement.
- The Agreement is contingent on the Court's approval of the settlement and dismissal of all claims with prejudice.

The Court now **ORDERS** that the settlement is approved and all claims asserted in this lawsuit are dismissed with prejudice. It is further **ORDERED** that all parties bear their own costs and attorneys' fees in connection with this lawsuit except for the specific payments addressed herein.

This judgment is final and disposes of all claims.

SIGNED this _____ day of **FEB 29 2016** 2016.

PRESIDING JUDGE

